

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	
	:	Case No.: 23-13242
Angela L Cephas	:	Chapter 13
	:	Judge Patricia M. Mayer
Debtor(s)	:	*****
	:	
PNC Bank, National Association	:	Related Document #26, 34, & 35
Movant,	:	
vs	:	
	:	
Angela L Cephas	:	
Jeffrey Cephas	:	
Kenneth E. West	:	
Respondents.	:	

CERTIFICATE OF DEFAULT

Now comes PNC Bank, National Association, its successor and assigns (hereinafter, "Creditor") by and through counsel, and certifies to this Court that Angela L Cephas ("Debtor") has failed to comply with the Order approving the stipulation dated March 8, 2024, a copy of which is attached hereto as Exhibit "A", by failing to make timely payments in accordance with the stipulation. Pursuant to the Order, the automatic stay will terminate upon the filing of the Certificate of Default.

Creditor hereby avers that Debtors are delinquent for the September 1, 2024 payment and for all arrears that were due thereafter. Further, pursuant to the terms of the stipulation, Creditor provided Debtors and their Counsel with a Notice of Default on November 20, 2024, allowing Debtors ten (10) days to cure this default. A copy of said default letter is attached hereto as Exhibit "B". Ten (10) days have passed and the default has not been cured.

WHEREFORE, upon the filing of the Certificate of Default, Creditor requests that the Court enter an order terminating the automatic stay.

Respectfully submitted,

/s/Stephen R. Franks

Stephen R. Franks, Esquire (333394)

Adam B. Hall (323867)

MDK Legal

P.O. Box 165028

Columbus, OH 43216-5028

Telephone: 614-220-5611

Fax: 614-627-8181

Attorneys for Creditor

The case attorney for this file is Stephen R. Franks.

Contact email is srfranks@mdklegal.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: :
 : **Case No.: 23-13242**
Angela L Cephas : **Chapter 13**
 : **Judge Patricia M. Mayer**
 : **Debtor(s) : * * * * ***
 :
PNC Bank, National Association : **Related Document #26, 34, & 35**
 : **Movant,** :
 : **vs** :
 :
Angela L Cephas :
Jeffrey Cephas :
Kenneth E. West :
 : **Respondents.** :

CERTIFICATE OF SERVICE

I certify that on the date of filing, a copy of the foregoing Certificate of Default was filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System:

Office of U.S. Trustee, Party of Interest, (Registered address)@usdoj.gov

Kenneth E. West, Chapter 13 Trustee, ecfemails@ph13trustee.com

BRAD J. SADEK, Attorney for Angela L Cephas, brad@sadeklaw.com

I certify that on the date of filing, a copy of the foregoing document was sent by U.S. Mail to the following:

Angela L Cephas, 69 Bartram Avenue, Lansdowne, PA 19050

Jeffrey Cephas, 69 Bartram Ave, Lansdowne, PA 19050

Water Revenue Bureau, 1401 JFK Boulevard, Philadelphia, PA 19102

City of Philadelphia, Tax Unit, Law Department, 1401 John. F Kennedy BLVD., 5th Floor,
Philadelphia, PA 19102

/s/Stephen R. Franks

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re: :
: Case No.: 23-13242
Angela L Cephas : Chapter 13
: Judge Magdeline D. Coleman
Debtor(s) : *****
:
PNC Bank, National Association : Date and Time of Hearing
Movant, : March 12, 2024 at 10:30 a.m.
:
vs : Place of Hearing
: U.S. Bankruptcy Court
Angela L Cephas : 900 Market Street, Suite 400, Courtroom #2
Jeffrey Cephas : Philadelphia, PA, 19107
Kenneth E. West :
Respondents. : Related Document # 26

**STIPULATION FOR SETTLEMENT OF CREDITOR PNC BANK, NATIONAL
ASSOCIATION MOTION FOR RELIEF FROM AUTOMATIC STAY AND CO-
DEBTOR STAY FOR PROPERTY LOCATED AT
69 BARTRAM AVE, LANSDOWNE, PA 19050 (DOCKET # 26)**

This matter coming to be heard on the *Motion for Relief from Stay and Co-Debtor Stay* (Dkt. #26) which was filed in this court by PNC Bank, National Association ("Movant"), Movant and Angela L Cephas by and through counsel ("Debtor"), have agreed to a course of action which will condition the continuation of the automatic stay upon certain provisions incorporated herein for the protection of Movant; and Parties stipulate to the following and request a Court order confirming the same:

1. The Parties agree that the Chapter 13 Plan ("Plan") filed herein on behalf of Debtor provided that said Debtor was to make regular monthly mortgage payments to Movant outside of the Plan in a regular monthly fashion.
2. The Parties agree that in breach of said Plan, Debtor failed to make regular monthly mortgage payments to Movant and is currently in default for the months of December 2023 through March 2024, incurring a total post-petition arrearage of \$8,566.68, which consists of 4 post-petition payments for December 1, 2023 through March 1, 2024 at \$1,829.42 each, and attorney fees and costs of \$1,249.00. There is \$251.23 in suspense, which reduces the total post-petition arrearage to \$8,315.45.
3. Debtor shall repay the total post-petition arrearage of \$8,315.45 directly to the Chapter 13 Trustee who shall then disperse the funds to Creditor.
4. Debtor shall submit ongoing monthly mortgage payments directly to the Creditor starting with the April 1, 2024 post-petition payment.

5. Debtor shall file an amended Chapter 13 Plan wherein the post-petition arrearage for the months of December 2023 through March, 2024 and attorney fees and costs are included in the Plan. Debtor shall file the Amended Chapter 13 Plan within thirty (30) days of the Court Order approving this stipulation.
6. Movant is permitted to file a Supplemental Proof of Claim in the amount of \$8,315.45 representing the total post-petition delinquency. The Supplemental Proof of Claim shall be paid as a secured claim through the Chapter 13 Plan.
7. Payments shall be sent to:


PNC Bank N.A.
3232 Newmark Drive
Miamisburg, OH 45342
8. Upon completion of the repayment schedule listed above or tender of sufficient funds to bring the loan post-petition current, Debtor must continue to make timely post-petition mortgage payments directly to Movant in a regular monthly fashion.
9. The following are events of default under this Stipulation:
 - a. Debtor's failure to file an Amended Chapter 13 Plan within 30 days of the Court Order approving this stipulation;
 - b. Debtor's failure to remit any future monthly mortgage payment on or before the date on which it is due;
10. In the event of a Default, Movant shall send a Notice specifying the Default, to Debtor and Debtor's counsel ("Notice"), allowing Debtor ten (10) days to cure the Default ("Cure Opportunity"). If the Default is not cured, Movant shall file a Certification of Default with the Court. The automatic stay shall be terminated as to Movant, its principals, agents, successors and/or assigns as to the subject property upon the Court's entry of an Order granting Movant's Certification of Default.
11. If Movant has to send a Notice of Default, the Debtor shall pay \$100.00 per notice, as attorney fees, in addition to whatever funds are needed to cure the default prior to the expiration of the allowed cure period.
12. This Stipulation remains in full force and effect in the event Debtor's case is dismissed by the Court and Debtor subsequently reinstates their case by order of the Court and/or the Movant obtains relief from stay and the stay is subsequently reinstated by order of the Court.
13. If this bankruptcy proceeding is converted to Chapter 7, dismissed or discharged, this Order shall be terminated and have no further force or effect.

MANLEY DEAS KOCHALSKI LLC

Dated: 3/6/2024

BY: /s/Alyk L. Oflazian
Alyk L. Oflazian (312912)
Manley Deas Kochalski LLC
P.O. Box 165028
Columbus, OH 43216-5028
614-220-5611; Fax 614-627-8181
Email: ALOflazian@manleydeas.com
Attorney for Creditor

Dated: 3/6/24

BY: 
Brad J. Sadek
1500 JFK Boulevard
Ste 220
Philadelphia, PA 19102
Email: brad@sadeklaw.com
Attorney for Debtor

I do not object to the foregoing Stipulation
Without Prejudice to Any Trustee Rights or Remedies

/s/ LeeAne O. Huggins March 8, 2024

Kenneth E. West
1234 Market Street - Suite 1813
Philadelphia, PA 19107

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:	:	
	:	Case No.: 23-13242
Angela L Cephas	:	Chapter 13
	:	Judge Magdeline D. Coleman
Debtor(s)	:	* * * * *
	:	
PNC Bank, National Association	:	Date and Time of Hearing
Movant,	:	March 12, 2024 at 10:30 a.m.
vs	:	
	:	
Angela L Cephas	:	
Jeffrey Cephas	:	
Kenneth E. West	:	Related Document # 26
Respondents.	:	

ORDER OF COURT

AND NOW, to wit, this 11th day of March, 2024, upon consideration of the foregoing Stipulation for Settlement of Creditor's Motion for Relief from the Automatic Stay, it is hereby **ORDERED, ADJUDGED AND DECREED** that:

1. The terms of the foregoing Stipulation are hereby approved in their entirety and incorporated herein as part of this Order.
2. Pursuant to the Stipulation, Creditor is entitled to relief from the automatic stay upon default of Debtor, subject to the terms of the Stipulation.

By the Court:

Magdalene D. Cole

MAGDELINE D. COLEMAN, JUDGE
UNITED STATES BANKRUPTCY COURT

CC:

Alyk L. Oflazian, Attorney for Creditor, Manley Deas Kochalski LLC, P.O. Box 165028,
Columbus, OH 43216-5028 (notified by ecf)

Office of U.S. Trustee, Party of Interest, (Registered address)@usdoj.gov (notified by ecf)

Kenneth E. West, Chapter 13 Trustee, 1234 Market Street - Suite 1813, Philadelphia, PA 19107, ecfemails@ph13trustee.com (notified by ecf)

Brad J. Sadek, Attorney for Debtor and/or Co-Debtor, 1500 JFK Boulevard, Ste 220, Philadelphia, PA 19102, brad@sadeklaw.com (notified by ecf)

Angela L Cephas, Debtor and/or Co-Debtor, 69 Bartram Avenue, Lansdowne, PA 19050 (notified by regular US Mail)

Jeffrey Cephas, Debtor and/or Co-Debtor, 69 Bartram Ave, Lansdowne, PA 19050 (notified by regular US Mail)

Water Revenue Bureau, Party of Interest, 1401 JFK Boulevard, Philadelphia, PA 19102 (notified by regular US Mail)

City of Philadelphia, Party of Interest, Tax Unit, Law Department, 1401 John. F Kennedy BLVD., 5th Floor, Philadelphia, PA 19102 (notified by regular US Mail)



November 20, 2024

BRAD J. SADEK
1500 JFK Boulevard
Ste 220
Philadelphia, PA 19102

Re: PNC Bank, National Association v.
Angela L Cephas
Case No. 23-13242
Our File No. 23-028398

Dear BRAD J. SADEK:

Please be advised that your client, Angela L Cephas, has failed to comply with the Agreed Order entered into on March 8, 2024 on behalf of the above referenced Debtor.

The Debtor is currently behind as follows:

	Amount	# of Pmts Behind	Total
Regular Mortgage Payments for September 2024	\$1,829.42	1	\$1,829.42
Regular Mortgage Payments for October 2024 - November 2024	\$1,868.18	2	\$3,736.36
NOD Fee	\$100.00	1	\$100.00
Less Suspense	-\$63.00		-\$63.00
TOTAL:			\$5,602.78

Please note that this letter serves as a Notice of Default and opportunity to cure the arrearage stated above. **Your clients will have ten (10) days from the date of receipt of this letter in which to remit the funds listed above. If no response is received within ten (10) days, the Stay will automatically terminate without further notice or motion, upon the filing of a Certification of Default.**

Funds must be remitted directly to the creditor. If sending payment by mail, the creditor's address can be found in the Proof of Claim. Do not remit funds to Creditor's counsel.

Should you have any questions regarding this matter, please do not hesitate to contact me at 614-220-5611.

Very truly yours,

23-028398_SJW

Stephen R. Franks

CC: Angela L Cephas
69 Bartram Avenue
Lansdowne, PA 19050

Angela L Cephas
69 Bartram Ave
Lansdowne, PA 19050